

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Agreement between Seminole H.E.A.R.T. and Seminole County for the use of office space in the Public Safety Building

DEPARTMENT: Public Safety

DIVISION: Administration - Public Safety

AUTHORIZED BY: Tad Stone

CONTACT: Shelly Brubaker

EXT: 5000

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an agreement between Seminole H.E.A.R.T. and Seminole County for the use of office space in the Seminole County Public Safety Building.

County-wide

Tad Stone

BACKGROUND:

Seminole H.E.A.R.T., Seminole County's Long Term Recovery Committee, works with citizens who have unmet needs after a Federally declared disaster. It is critical that a collaborative effort be established between government and the private non-profit and faith-based community. Volunteer organizations, interfaith groups, social service organizations, community action agencies and locally based state agencies all come together to define a complete assistance package for those impacted by the disaster.

During these times, it is imperative that Seminole H.E.A.R.T. have a work area that is near the Emergency Operations Center. This agreement will solidify the use of office space near the Emergency Operations Center. The office will be used for case management, coordination of resources, and support to citizens in need.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the agreement between Seminole H.E.A.R.T. and Seminole County for the use of office space in the Seminole County Public Safety Building.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**AGREEMENT
BETWEEN
SEMINOLE H.E.A.R.T.
AND
SEMINOLE COUNTY**

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 20____ by and between **SEMINOLE COUNTY HOME-BASED EMERGENCY ASSISTANCE RESPONSE TEAM**, hereinafter referred to as "SEMINOLE H.E.A.R.T.", and **SEMINOLE COUNTY**, hereinafter referred to as "COUNTY".

Subject: Use of an office in the Seminole County Public Safety Building for case management of unmet needs from presidentially declared disasters.


1. The Purpose: The parties hereby mutually desire to reach an agreement resulting in making an office in the Seminole County Public Safety Building available to ~~SEMINOLE~~ H.E.A.R.T. for use as case management during the continuing recovery phase of declared disasters.

2. Background: Tropical Storm Fay, 2008, was the worst flood event in recorded history in Seminole County. SEMINOLE H.E.A.R.T., Seminole County's Long Term Recovery Committee and 501(c)(3) non-profit organization, has a mission to assist persons and families with unmet needs. Inevitably, some people affected by disasters will not meet the eligibility criteria of government disaster aid programs or will have unmet needs even after receiving help from these programs. For them, assistance may come from a committee of churches, non-profit agencies and state and local agencies who work on problems that may range from home repair to counseling.

This Long-Term Recovery Committee was created to find the people who have become lost among the overlapping systems delivering assistance to survivors of the disaster. SEMINOLE H.E.A.R.T. will determine with them their serious unmet needs and organize in a way to deliver that assistance without duplicating what all other agencies can provide or have provided.

3. Reference: Memorandum of Understanding between Seminole County and SEMINOLE H.E.A.R.T. (July 1, 2008) established the organization as Seminole County's Long Term Recovery Committee.

4. Scope: COUNTY will permit upon request by SEMINOLE H.E.A.R.T. the use of office space in the Public Safety Building by SEMINOLE H.E.A.R.T. for completion of case management related to declared disasters, at no cost to SEMINOLE H.E.A.R.T.

5. Agreements: SEMINOLE  H.E.A.R.T. agrees that it shall exercise reasonable care in the conduct of its activities in such facility. All individuals working in the building will wear proper identification and exercise all building safety and security procedures. SEMINOLE H.E.A.R.T. will only operate inside offices during normal operating business hours.

COUNTY will provide at its expense all desks, chairs, telephone, internet, and necessary office equipment to conduct normal business.

If a disaster threatens Seminole County, the office may also be used by Emergency Management personnel during Emergency Operations Center activation.


SEMINOLE H.E.A.R.T agrees to provide COUNTY with weekly reports of its case management progress, and further agrees to vacate the

COUNTY office space within one week of completion of the case management related to the declared disaster.

6. Liability: Each party shall be solely responsible for its own activities pursuant to this Agreement, and shall hold each other harmless against all claims of whatsoever kind or nature by third parties arising out of the performance of work under this Agreement.

SEMINOLE H.E.A.R.T. specifically agrees to indemnify and hold COUNTY harmless from any claims or causes of action for damage or injuries to persons or property arising out of SEMINOLE H.E.A.R.T.'s use of the COUNTY property pursuant to this Agreement

For purpose of this Agreement, each party agrees that it is not an employee or agent of the other, but is an independent governmental or non-profit (501(c)(3)) agency.

7. Modifications/Addendums:  Modifications within the scope shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

8. Participation in similar activities: This instrument in no way restricts COUNTY from participating in similar activities with other public or private agencies, organizations, and individuals.

9. Contacts: COUNTY and SEMINOLE H.E.A.R.T. will furnish the names of the individuals, with backup, who will be responsible for administering this Agreement for each party.

10. This Agreement may be terminated by either party upon ten (10) days written notice to the other party.

IN WITNESS THEREOF, SEMINOLE H.E.A.R.T. and Seminole County, have caused this Agreement to be executed, said agreement to become effective and operative with the fixing of the last signature hereto.

ATTEST:

SEMINOLE COUNTY HOME-BASED
EMERGENCY ASSISTANCE RESPONSE
TEAM d/b/a SEMINOLE H.E.A.R.T

_____, Secretary

By: _____, President


[CORPORATE SEAL]

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AEC/sjs/ljp
9/1/09 9/11/09

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